

"SCHEDULE A" - Continued

Description	Size No.	Quantity		
		Feet	Pounds	
Copper Wire, Type RC	500 MCM	150	231.0	480-v., 3Ø service bet. Sub. "T" and Bldg. #9
	500 MCM	36	55.4	480-v., 3Ø service bet. Sub. "T" and Bldg. #9
	500 MCM	88	135.5)	120/240-v., 3Ø service bet. Sub. "T" and Bldg. #9
	250 MCM	176	135.9)	
	250 MCM	36	27.8	480-v., 3Ø service bet. Sub. "T" and Bldg. #9
	500 MCM	36	55.4)	120/240-v., 3Ø service bet. Sub. "T" and Bldg. #9
	250 MCM	18	13.9)	
Copper Wire, Type RC	4	831	105.0	480-v., 3Ø service bet. Bldg. #34 and Bldg. #42
	4	120	15.2	120/240-v., 1Ø service bet. Bldg. #15 and Bldg. #15-A
	1/0	180	57.5	120/240-v., 1Ø service bet. Pole #289055 and Gate Guard House
	4	765	96.7	120/240-v., 1Ø service bet. Bldg. #55 and Fire Station
Copper Wire, Type RC	Sub Totals		929.3 Lbs.	
	Totals		21,815.9	
	Total Bid		21,815.9	
	Bid Excess		145.2 Lbs.	

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT entered into this 19th day of April, 1948, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administration, hereinafter called the Seller, and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called the Purchaser;

WITNESSETH THAT:

WHEREAS, certain electrical equipment and supplies and a power distribution system were duly declared surplus and assigned to the War Assets Administration for disposal under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended; and

WHEREAS, the Purchaser is desirous of purchasing additional electrical equipment and supplies for the purpose of furnishing electrical power to the various tenants on Swan Island, Portland, Oregon; and

WHEREAS, it is necessary that the Purchaser acquire certain additional electrical equipment.

NOW THEREFORE, in consideration of the payment of the sum of Two Thousand Five Hundred Twelve and 34/100 Dollars (\$2,512.34), receipt of which sum by the Seller from the Purchaser is hereby acknowledged, the parties hereto agree as follows:

1. The Seller does hereby sell, transfer and convey to the Purchaser, all of that personal property located at or adjacent to Swan Island, Portland, Oregon, which property is more particularly described in Schedule B which is attached hereto and by this reference made a part of this supplemental agreement.

2. All other agreements and conditions set forth in the agreement entered into the 14th day of April, 1948, between the United States of America, acting by and through the War Assets Administration, and Portland General Electric Company, an Oregon corporation, except as specifically changed herein, are incorporated herein by this reference the same as if they were fully set forth.

IN WITNESS WHEREOF the parties have executed this instrument as of the day and year first above written.

Approved as to form:

/s/ C. J. Stocklen
Legal Division
Witnesses:

Witnesses:
/s/ Hilda B. Lalen
/s/ Arthur H. Greisger

Approved as to form:
GRIFFITH, PECK, PHILLIPS & NELSON
By Clarence D. Phillips

Seller

UNITED STATES OF AMERICA
Acting by and through
WAR ASSETS ADMINISTRATION
By /s/ G. T. MUDGE

Purchaser

PORTLAND GENERAL ELECTRIC COMPANY
By /s/ G. E. SULLIVAN
Vice-President

ATTEST: /s/ John Goughlan
Asst. Sec.

SCHEDULE B

PORTLAND GENERAL ELECTRIC COMPANY

Swan Island Shipyard Electrical Distribution Systems

List of Material Installed in Underground Distribution System in Use and Necessary
For Maintaining Existing Electric Services; but not Included in P.G.E. Co. Bid Dated Nov. 26, 1947

Underground Distribution Line Material - 15-Kv. Conductors

Description	Size	Quantity Feet	*Equivalent Bid Value Dollars	Location
Conductor, Type VCL, 15-kv., 3C	#3/0	992	\$317.44	Bet. manhole nr. Sub. "L" and Sub. "M"
Conductor, Type VCL, 15-kv., 3C	#1/0	475	123.50	Bet. Sub. "Q" and Sub. "X"
Conductor, Type VCL, 15-kv., 3C	#1/0	172	<u>44.72</u>	Bet. manhole no. of Sub. "p" and Sub. "q"
15-Kv. Underground Conductors Totals			\$485.66	
			Less Credit Original Bid (See Sheet No. 18)	
			<u>25.52</u>	
			\$460.14	

*Computed on Basis of Unit Bid Price per foot: #1/0 - 26¢/Ft.; #3/0 - 32¢/Ft.

SCHEDULE B (CONTINUED)

PORTLAND GENERAL ELECTRIC COMPANY

Swan Island Shipyard Electrical Distribution Systems

List of Material Installed in Underground Distribution System in Use and Necessary
For Maintaining Existing Electric Services; but not Included in PGE Co. Bid Dated Nov. 26, 1947

Underground Distribution System Material -- Secondary Conductors

	Size No.	Quantity		Location
		Feet	Pounds	
Copper Wire, Type RC	500MCM	3,128	4,817.1	In Way End Tunnel bet. Bldg. #30-2 and #30-8
Copper Wire, Type RC	500 MCM	1,200	1,848.0	480-v., 3Ø service bet. Sub. "R" and Bldg. #21
Copper Wire, Type RC	2/0	636	256.2	480-v., 3Ø service bet. Sub. "Q" and S.W. cor. Bldg. #56
	300 MCM	1,944	1,807.9	480-v., 3Ø Service bet. Sub. "Q" and M.L. sw. Bldg. #56
Copper Wire, Type RC	250 MCM	642	495.6	120/240, 1Ø service bet. Bldg. #56 and Bldg. #26
	250 MCM	642	495.6	480-v., 3Ø service bet. Bldg. #56 and Bldg. #26
	4	450	56.9	480-v., 3Ø service bet. Bldg. #56 and Bldg. #52
	4	420	53.1	120/240-v., 1Ø service bet. Bldg. #56 and Bldg. #52
Copper Wire, Type RC	500 MCM	609	937.9	120/240-v., 1Ø service bet. Sub. "W" and Bldg. #55
	1/0	636	203.2	480-v., 3Ø service bet. Sub. "W" and Bldg. #55
	500 MCM	576	887.0	480-v., 3Ø service bet. Sub. "W" and Bldg. #28
	500 MCM	696	1,071.8	480-v., 3Ø service bet. Sub. "W" and Bldg. #28
	250 MCM	660	509.5	480-v., 3Ø service bet. Sub. "W" and Bldg. #28
	250 MCM	570	440.0	480-v., 3Ø service bet. Sub. "W" and Bldg. #28
	4	120	15.2	480-v., 3Ø service bet. Sub. "W" and Bldg. #28
	4	120	15.2	120/240-v., 1Ø service bet. Sub. "W" and Bldg. #28
	250 MCM	315	243.2	120/240-v., 1Ø service bet. Sub. "W" and Bldg. #28
COPPER WIRE, TYPE RC TOTALS			14,153.4	

Less Credit Original Bid
(See Sheet No. 21)

145.2 Lbs.

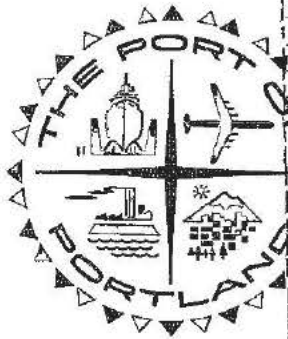
14,008.2 Lbs. at \$0.1465 = \$2,052.20

Commissioners

DENNIS J. LINDSAY
President
LEE E. CALDWELL
Vice-President
DONALD G. DRAKE
Secretary
ROBERT B. WILSON
Treasurer
HAROLD S. HIRSCH
ERLING E. JACOBSEN
RAYMOND M. KELL
LEW S. RUSSELL
HOWARD B. SOMERS

General Manager
GEORGE M. BALDWIN

Ass't General Manager
R. A. NEUMEISTER
Mgr., Aviation Dept.
J. V. FRYBERGER
Mgr., Industrial
Development Dept.
L. E. ARNOLD, JR.
Mgr., Marine Dept.
A. J. HEINEMAN
Comptroller
E. W. BAUER
Mgr., Research
and Planning
W. S. DIRKER
Chief Engineer
R. F. DOW
Mgr., Public
Information
W. G. PROCTOR



	Action	Info
Gen. Mgr.		
Asst. Gen. Mgr.		
Adm. Asst.		
Aviation		
Ind. Devel.		(X)
Marine		
Plan.		
Engr.		
Research & Plan.		
Pub. Swan Island, P.O. Box 3529, Portland, Oregon 97208		
Attorney		
Telephone 503-285-5271		
No. of Copies	3	

HOG

In reply refer to:

December 2, 1965

Mr. John Caudero, President
Progress Electronics
5652 N. Lagoon Avenue
Portland, Oregon

Dear Mr. Caudero:

This is to confirm our meeting on this date on the matter of your request to rent for an approximate 90-day period 7,000 square feet of space in the west end of Bay 7 in Building 4 on Swan Island.

The space requested is available. As previously advised, the following conditions of use of the space prevail:

Area: 7,000 Sq. Ft.

Term: Month to month on an "as is" basis

Rent: 3-1/2¢ per square foot per month being a total monthly rate of \$245.00 payable in advance beginning December 6, 1965.

Cancellation: A notice by either party of 30 days will terminate the agreement.

Utilities: Electric service is metered to the bay. It is the responsibility of the tenant to notify the Portland General Electric Company to activate electric power. The tenant will be billed directly.

Please affix your signature in the space provided in the lower left-hand corner hereof approving this temporary rental of space in Building 4.

Approved By:

PROGRESS ELECTRONICS

Very truly yours,

Carl H. Cover

CARL H. COVER
Properties Manager

By *John G. Caudero*
Date Dec. 4, 1965

NOTED
R. W. Fisher
RECEIVED

PSY100001283

PSY100001284

RECEIVED
DEC 7 1965

THE PORT OF PORTLAND

89-F

SWAN ISLAND BUILDINGS
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 1st day of May, 1963,
by and between THE PORT OF PORTLAND, a municipal corporation of the State of
Oregon (hereinafter called the "Port"), and
Progress Electronics Company of Oregon (an Oregon Corporation)
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved
and of the agreements of Tenant herein to be kept, performed and fulfilled,
leased to Tenant the following described premises, as is, situated in the
City of Portland, County of Multnomah and State of Oregon; (Description)

2 Bays at 5'676
in 1534 sq. ft. +
4,476 " "
5,288 square feet, 1st floor, Building No. 77 @ \$0.03 per sq. ft. per month
5,376 square feet, 2nd floor, Building No. 77 @ \$0.025 per sq. ft. per month
(See attached plats)

To Have and to Hold above described premises to Tenant on a month-to-month
basis, beginning May 1, 1963.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis
and does covenant and agree to pay to the Port the following:

Rent	<u>\$293.04</u>
Outside Space	<u> </u>
Water Rate	<u>6.00</u>
Sewer Charge	<u>4.00</u>
Total	<u>\$303.04</u>

\$303.04 Dollars shall be payable without demand,
monthly, in advance, on the first (1st) day of each month to the Port at its
Office at Swan Island, Portland, Oregon, or at such other place in the State
of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for
Shop, office, storage for Electronic Sales and Service
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease
without prior written approval of the Port.

IV. UTILITIES: Tenant shall pay to the Port a monthly charge for city water
available through the Port's existing distribution system on the premises.
The Port reserves the right to place a meter on said service, at its discre-
tion. The minimum charge in any event is to be Three Dollars (\$3.00) per

month. The Port also reserves the right to discontinue water service when and if service becomes available directly from the city water department. The Tenant shall pay for all heat, light, power and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The Premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event

of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XI. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Port or the Tenant.

XII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIII. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XIV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XV. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 4099, Portland 8, Oregon, and to the Tenant at Progress Electronics Company, 5652 N. Lagoon Avenue, Portland 17, Oregon. Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVI. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

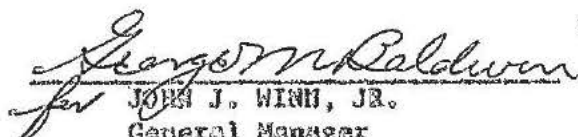
SPECIAL CONDITIONS: This agreement supersedes the month-to-month rental agreements dated October 19, 1961, and August 14, 1961.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

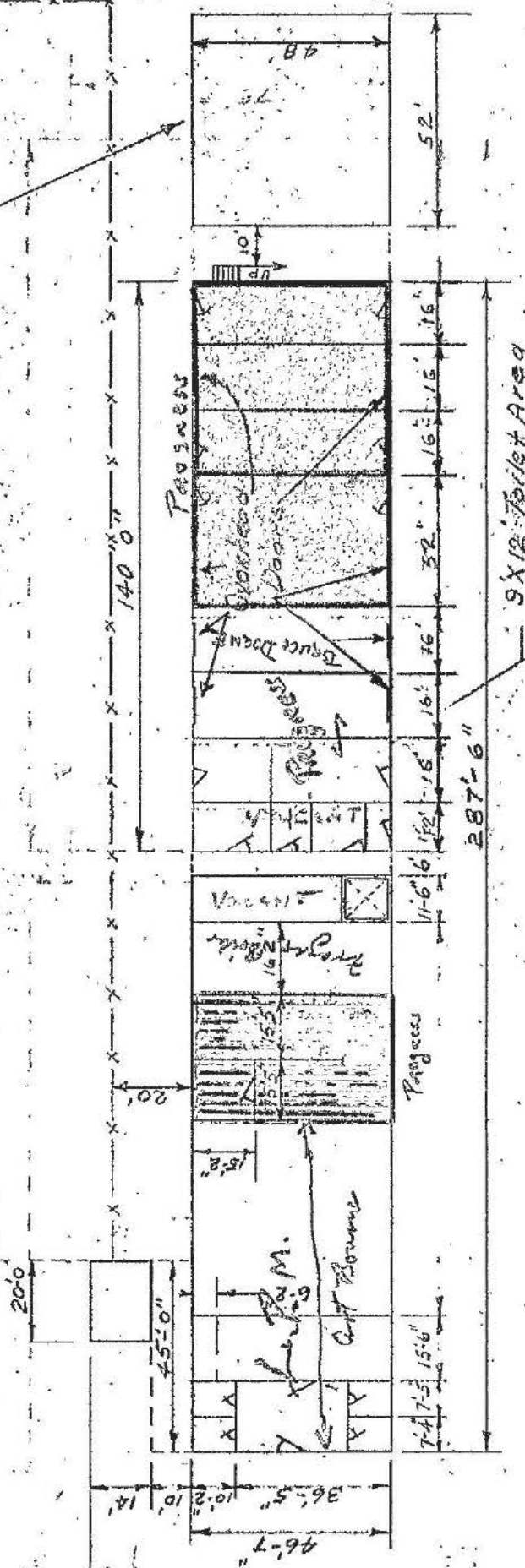

Tenant's Signature

By 
Properties Department


for JOHN J. WINN, JR.
General Manager

NOTED:


ACCOUNTING DEPT.



FIRST FLOOR PLAN BLDG #77

SCALE: 1"=40'

PROGRESS ELECTRONICS CO.

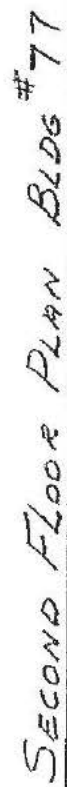
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RECEIVED
AUG 5 1961
PORT OF PORTLAND

PSY100001290



SCALE: 1" = 40'

Process Electronics

5,376.59

3-1-1

L.V.C.

1-11

RECEIVED
MAY 31 1963

THE PORT OF PORTLAND

RECEIVED
AUG 16 1961

PORT OF PORTLAND

MONTH-TO-MONTH LEASE

THIS LEASE, dated September 1, 1982, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and PSER, Inc.

_____, hereinafter referred to as Lessee,

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: 2,807 square feet of shop and office space in Building 4, Bay 1 located at the Portland Ship Repair yard

Section 1.02 - Use of Premises: Lessee may use the premises only for the following purpose: Business related to ship repair and construction

ARTICLE II - TERM

The term of this Lease shall commence on September 1, 1982, and continue month to month until terminated by either party upon thirty (30) days written notice.

ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of seven hundred
one and 75/100 dollars
(\$ 701.75) per month. Rent shall be payable on the tenth (10th)
day of each month in advance.

Rental rate is established at twenty-five cents (\$0.25) per
square foot per month

All rental amounts remaining unpaid by Lessee when due will be
assessed a delinquency charge at the current rate established by Port
policy.

ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - title to Improvements, Personal Property: Upon
termination of this Lease the Port shall have the option to either
require removal of all structures, installations or improvements
within thirty (30) days after the expiration of the Lease at
Lessee's expense or shall have the option to take title to such
structures, installations, and improvements. Personal property such
as furniture shall be removed by Lessee within thirty (30) days or

the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.03 - Services: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith

or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, PSER, Inc., 3441 17th Avenue W., Seattle, Washington 98199

Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: Utility usage charge will
be made according to a separate month to month agreement

IN WITNESS WHEREOF, the Parties hereto have subscribed their
names.

LESSEE

THE PORT OF PORTLAND

By

Vince E. Seeley

By

[Signature]
Executive Director

APPROVED AS TO FORM

[Signature]
Counsel for
The Port of Portland

03/31/82
0005L:79C680

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That RICHFIELD OIL CORPORATION, a corporation, party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, to it in hand paid by THE PORT OF PORTLAND, Portland, Oregon, party of the second part, the receipt whereof is hereby acknowledged, does, by these presents, GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, all of its right, title and interest in and to the following described personal property, to-wit:

2 1,000-gallon underground gasoline storage tanks

Said personal property is located at the SWAN ISLAND AIRPORT, Portland, Oregon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto executed these presents this 19th day of January, 1938.

RICHFIELD OIL CORPORATION

By W. J. [Signature]

file

THIS AGREEMENT dated the 15th day of Oct., 1929, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Port" and the RICHFIELD OIL COMPANY OF CALIFORNIA, a corporation hereinafter called the "Company".

W-I-T-N-E-S-S-E-T-H

1. In consideration of the covenants and agreements herein contained, and of the payments hereinafter provided to be made by the Company, the Port grants to the Company the right to place oil tanks, piping, operating pumps and all necessary auxiliaries, upon its lands known as The Port of Portland Airport, approximately as shown in red upon the attached blueprint, which blueprint is marked "Exhibit A", and is hereby made a part of this agreement, and to keep for sale thereon, gasoline and oil and to sell same to any and all customers on said Airport, provided, however, that only "aviation" gasoline shall be handled under this agreement.

2. Tanks, piping, delivery boxes etc., shall be installed in an orderly and safe manner and shall be maintained in a first-class condition so that no nuisance will be created and no danger caused to life and property. An area of concrete pavement shall be placed around the pits installed by the Company similar to the paving around existing pits.

3. The pumping unit for supplying gasoline shall be of such type as will be safe and practicable, and shall be installed in a section of an oil house constructed by the Port, and installation shall be made in such manner as will meet the approval of the Port.

4. The Company shall have access to the Airport and filling spouts of its tanks, with oil delivery trucks, at all reasonable times, and shall, so far as they apply, observe the rules and regulations adopted by the Port from time to time for the supervision of the Airport.

5. The right hereby granted the Company to sell and deliver gasoline and oil to customers of the Airport, may be exercised by the Company direct or through designated agents or representatives; and in case the Company appoints an agent or representative on the Airport, such agent or representative shall be bound by all provisions of this agreement the same as the Company.

6. In consideration of the privilege hereby granted and the low rate of rental hereinafter provided to be paid by the Company, the Company agrees to indemnify and save the Port harmless against any liability arising from injury to persons or property caused by the Company, its agents or employees in the occupation and use of the Airport.

7. The Company shall pay to the Port rentals or fees as follows, to-wit:

For the privilege of maintaining tanks, piping, outlet boxes and auxiliaries for the storage and distributing system, five dollars (\$5.00) per year in advance. For the use of oil house for housing pumping plant and other storage, a rental of ten dollars (\$10.00) per month semi-annually in advance; provided, however, that if the Port shall at any time determine to place a toll or gallonage charge upon gasoline and oils sold upon the airport, the Company shall pay to the Port such gallonage charge as the Port shall establish. Such charge to be uniform to all persons, firms and corporations delivering such products to consumers upon the airport, and such charge shall, when levied and collected, replace the yearly and monthly charges above specified, and; provided, further, that in the event the Port shall decide to itself exercise the exclusive privilege of supplying and selling

gasoline and oil to consumers upon the airport, the Company, in consideration of the premises, grants to the Port the right to use and control the equipment installed by the Company under this agreement for the purpose of storing, delivering and selling the products of the Company and to make no charge to the Port for the use of such equipment. It is the spirit and intent of this provision that all persons, firms and corporations engaged in producing and marketing petroleum products shall be dealt with by the Port in an uniform manner.

8. This agreement shall become effective Nov. 1, 1929 1929, and shall remain in full force and effect until cancelled by either party, but in no event to be cancelled by either party before December 31st, 1930. Cancellation shall be effective after December 31st, 1930, when either party gives notice to the other party in writing, thirty days in advance of the date set in such notice for termination of this agreement. In the event of cancellation by either party as herein provided, the Company shall remove all its property from the Airport within thirty days after this agreement terminates, unless otherwise arranged under a separate or new agreement; provided, however, that the Company shall not be permitted to remove piping or other equipment buried in the ground where the removal of same would cause serious inconvenience in the operation of the Airport or damage to paved areas thereon.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers who are thereunto duly authorized.

RICHFIELD OIL COMPANY OF CALIFORNIA

[Signature]

VICE PRESIDENT

By *[Signature]*

ASSISTANT SECRETARY

THE PORT OF PORTLAND

Approved as to form:

[Signature]

Atty. for The Port of Portland

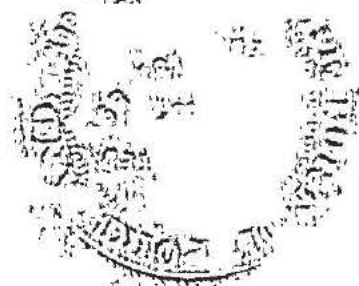
By *[Signature]*

President.

adest. *[Signature]*

BY *[Signature]* Secretary.

*approved
J.H.C.*



RECEIVED
OCT 10 1917

TO: CHC 7/18/62
Please see Mr. Winn
on this.
mt.

July 17, 1962

SUBJECT: New Month to Month Lease Agreement - Swan Island
Surplus Lumber Depot

Attached hereto are two copies of a month-to-month
lease agreement dated July 17, 1962, which operates to
reduce the space rented from 55,000 to 44,500 square feet
by the subject tenant.

Will you please sign both copies of the agreement and
return them to the Properties Department for distribution?

CHC *BDK*
BDK:mb
Attachment

~~TO: JOHN J. WINN, JR.~~

NOTED:

ACCOUNTING DEPT.

**SWAN ISLAND BUILDINGS
MONTH TO MONTH LEASE AGREEMENT**

THIS AGREEMENT entered into this 17th day of July, 1962
by and between THE PORT OF PORTLAND, a municipal corporation of the State of
Oregon (hereinafter called the "Port"), and Swan Island Surplus Lumber Depot
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved
and of the agreements of Tenant herein to be kept, performed and fulfilled, leases
to Tenant the following described premises, as is, situated in the City of Portland,
County of Multnomah and State of Oregon: (Description)
44,500 sq. ft. of outside space adjacent to North Channel Avenue @ \$0.0075
per sq. ft. per month (see attached plat).

To Have and to Hold above described premises to Tenant on a month-to-month basis,
beginning August 1, 1962.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and
does covenant and agree to pay to the Port the following:

Rent	<u>\$333.75</u>
Outside Space	<u> </u>
Water Rate	<u>3.00</u>
Miscellaneous	<u> </u>
Total	<u>\$336.75</u>

\$336.75 Dollars shall be payable without demand,
monthly, in advance, on the first (1st) day of each month to the Port at its
Office at Swan Island, Portland, Oregon, or at such other place in the State of
Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for
Lumber storage, remanufacturing and sales
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease with-
out prior written approval of the Port.

IV. UTILITIES: Tenant shall pay to the Port a monthly charge for city water
available through the Port's existing distribution system on the premises. The
Port reserves the right to place a meter on said service, at its discretion. .
The minimum charge in any event is to be Three Dollars (\$3.00) per month. The
Port also reserves the right to discontinue water service when and if service

NOTED:

ACCOUNTING DEPT.

becomes available directly from the city water department. The Tenant shall pay for all heat, light, power and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The Premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whatsoever, or any damage or loss to property of any person or persons whatsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to

repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XI. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peacefully, quietly and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Port or the Tenant.

XII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIII. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XIV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XV. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 4099, Portland 8, Oregon, and to the Tenant at Swan Island Surplus Lumber Depot, 4412 Maryland Street, Portland, Oregon.

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVI. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

SPECIAL CONDITIONS: Supersedes agreement dated April 1, 1961.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

Swan Island Surplus Lbr. Corp
Tenant's Signature

By Carl H. Cover
Properties Department

B. H. Sprague (Sec)

John J. Winn, Jr.
General Manager

APPROVED:
Carl H. Cover
Properties Dept.

Bldg.
9

Bldg. # 56

16,500 SQ. FT.

28,000 SQ. FT.

H. L.

WILLAMETTE RIVER

Rev. 7-5-60 V.W.C.
Rev. 1-31-56

THE PORT OF PORTLAND
SWAN ISLAND

SWAN ISLAND
SURPLUS LUMBER DEPOT

Scale: 1"=100'

Date: 7-1-55

DRAWN BY V.W.C.

CHECKED BY L.T.

37 XP

PSY100001309

orig

THE PORT OF PORTLAND
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 27th day of March, 19 70, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and _____

Thompson Metal Fab
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

All of Bay 2, Building 4, Swan Island

to have and to hold above described premises to Tenant on a month-to-month basis, beginning April 1, 19 70.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:

070 as of 7-26-71

Building rent	<u>\$1,000.28</u>	(25,007 sq. ft. @ \$0.40 per sq. ft.)
Outside space	<u>--</u>	
Miscellaneous	<u>--</u>	
Total	<u>\$1,000.28 1750.49</u>	as of 7-26-71

One thousand and 28/100 -----dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for the storage and fabrication of metal parts and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days' notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at 2054 North Vancouver Avenue; Portland, Oregon 97212.

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS: The bridge crane in Bay 2 is pendant operated, and its use by the tenant and any repair or maintenance required as the result of such use should be at the expense of the tenant.

This month-to-month lease shall remain in effect until such time as an annual lease may be executed.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

THOMPSON METAL FAB

By

John H. Miller
John H. Miller
Secretary Treasurer

By

Ogden Beeman
Marine Department

George M. Baldwin
George M. Baldwin
for General Manager

THE PORT OF PORTLAND
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 18th. day of June,
19 73, by and between THE PORT OF PORTLAND, a municipal corporation of the
State of Oregon (hereinafter called the "Port"), and _____

~~Harder Mechanical Construction~~ Thompson Metal Fab, Inc.
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved
and of the agreements of Tenant herein to be kept, performed and fulfilled,
leases to Tenant the following described premises, as is, situated in the City
of Portland, County of Multnomah and State of Oregon: (Description)

5931 N. Lagoon Ave. Building No. 4. 1,480 S/F Office & shop area

Swan Island, Portland, Oregon 97217

to have and to hold above described premises to Tenant on a month-to-month basis,
beginning July 1, 19 73.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and
does covenant and agree to pay to the Port the following:

Building rent	<u>\$74.00 month</u>
Outside space	<u> </u>
Miscellaneous	<u> </u>
Total	<u>\$74.00 month</u>

Seventy four & 00/100 ----- dollars shall be payable
without demand, monthly, in advance, on the first (1st) day of each month to the
Port at its office in Portland, Oregon, or at such other place in the State of
Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for
Office, shop, & work area
and no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease with-
out prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and
other services or utilities used in the above described premises during his
tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable with liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER. Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at 2148 N. E. Union

Ave. Portland, Oregon and/or 5931 N. Lagoon Ave. Portland, Oregon.

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

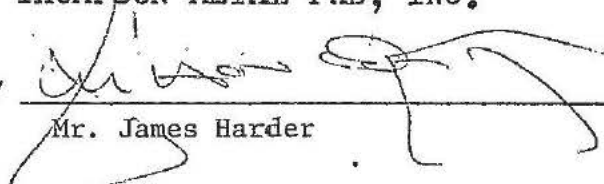
XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS: _____

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.


THOMPSON METAL FAB, INC.

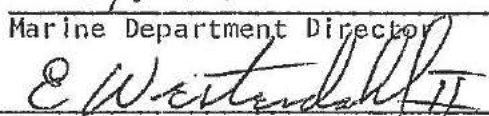
By


Mr. James Harder

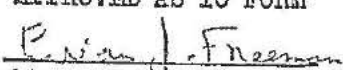
THE PORT OF PORTLAND

By


Marine Department Director


Edward G. Westerdahl, II
Executive Director

APPROVED AS TO FORM


of Counsel for The Port of Portland



INTERNAL FAB
JUN 21 1973

2054 N. VANCOUVER AVE., PORTLAND, OREGON 97212 • TELEPHONE (503) 224-1101

THE PORTLAND PORTLAND

June 21, 1973

Mr. Carl Propp
Port of Portland
P. O. Box 3529
Portland, Oregon 97208

	Action	Info
Commission		
Executive Director		
Attorney		
Asst./Exec. Dir.		
Asst./Exec. Dir.-Legal		
Aviation		
Development Services		
Finance Administration		
Information Systems		
Public Information		
CF PROPP	<input checked="" type="checkbox"/>	
No of Copies	1	

Dear Mr. Propp:

Attached is the required lease for the small office portion of Building #4 at Swan Island, which we wish to rent as of July 1, 1973.

We have changed the name on the lease to show Thompson Metal Fab Inc. as the tenant.

Very truly yours,

THOMPSON METAL FAB, INC.

Donald E. Hillwell

DES:vr
encl...

Brian -
Please return for our file
RIP

file bottom
draw
#4
SISRY

SWAN ISLAND BUILDINGS
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 8th day of May, 1964, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and Thompson Metal Fab., Inc. (hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)

Bay 11 in Building 4 on Swan Island being ^{28,770} ~~23,250~~ sq. feet more or less at ^{7¢} ~~3 1/2¢~~ per sq. foot per month net.

To Have and to Hold above described premises to Tenant on a month-to-month basis, beginning May 8th, 1964

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:

Rent	813.75 20,13.90
Outside Space	None
Water Rate	-
Sewer Charge	-
Miscellaneous	-
Total	\$813.75

Eight hundred thirteen and 75/100 Dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its Office at Swan Island, Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for storage and fabricating steel products and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.

None

IV. UTILITIES: ~~Tenant shall pay to the Port monthly charges for water available through the Port's existing distribution system at the premises. The Port reserves the right to place meters on said service lines and to charge the same to the Tenant in the amount of \$2.00 per month.~~

New area and rentals are computed on the basis of figures as of 7-26-71 rec'd from Cliff Cunningham

xxxxxxThe Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease. Crane electric floor level controls as may be installed at tenant expense shall be removed by tenant at expiration of occupancy.

V. REPAIRS AND IMPROVEMENTS: The Premises are rented in the condition "as is"; and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease. Crane electric floor level controls as may be installed at tenant expense shall be removed by tenant at expiration of occupancy.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case

of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XI. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peacefully, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements along excepted, as the same are now in or hereafter may be put in by the Port of the Tenant.

XII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIII. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XIV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XV. NOTICES: All notices required under this lease shall be deemed to be properly served, if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon 97208, and to the Tenant at 2054 N. Vancouver Avenue, Portland, Oregon.
Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVI. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

SPECIAL CONDITIONS: Tenant further agrees to pay all real property taxes as may be assessed by City, County or State on the leased premises for the fiscal year 1964-65 if in possession of and using the space leased in and after July 1, 1964

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

Thompson Metal Fab., Inc.

by

John H. Miller
Tenant's Signature
Sec. Treas.

By

Carl H. Cover
Properties Department

George M. Baldwin
GEORGE M. BALDWIN
General Manager

NOTED:

176
ACCOUNTING DEPT.

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 made and entered into this 27th day of APRIL, 1961, by and between THOMPSON METAL FAB, hereinafter referred to as Lessee, and THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Lessor,

W I T N E S S E T H:

WHEREAS, an agreement was entered into between the parties hereto on June 3, 1958, whereby the Lessor leased 23,457 square feet of space in Bay No. 2 of Building No. 4 on Swan Island to Lessee for the purpose of storage and steel fabrication, which agreement terminates on June 2, 1961, and

WHEREAS, Lessor and Lessee desire to extend said agreement for an additional one (1) year term.

NOW, THEREFORE, in consideration of the mutual covenants and of the benefits accruing respectively to each party hereto, Lessor and Lessee agree as follows, to wit:

1. Term of Lease: Article III of said agreement dated June 3, 1958, is hereby revised and amended to read as follows, to wit:

"This lease shall be effective beginning June 3, 1958, and shall continue for a term ending June 2, 1962."

2. Except as specifically supplemented or amended by this Amendment No. 1, said agreement dated June 3, 1958 shall be in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1
to said Agreement dated June 3, 1958 to be executed the day and year first
mentioned above.

LESSEE:

THOMPSON METAL FAB

By J. C. Thompson Pres.
By John H. Miller Sec.-Treas.

LESSOR:

THE PORT OF PORTLAND

By Charles D. Parsons President
By John D. M. M. M. Assistant Secretary

DOCUMENT APPROVAL		
ROUTING	APPROVED	DATE
PROP.	CWC	3/29/61
Dist. Ac.		
MAINT.		
ENGR.		
ACCT.		
GEN. MGR	<u>[Signature]</u>	

APPROVED BY COMMISSION
ON March 13 1961

APPROVED AS TO FORM
[Signature]
at Portland, Ore. This 13th day of March 1961

SWAN ISLAND BUILDINGS
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 24th day of March, 1958,
by and between THE PORT OF PORTLAND, a municipal corporation of the State of
Oregon (hereinafter called the "Port"), and THOMPSON METAL FABRICATORS
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved
and of the agreements of Tenant herein to be kept, performed and fulfilled,
leases to Tenant the following described premises, as is, situated in the
City of Portland, County of Multnomah and State of Oregon; (Description)
12,400 square feet in Bay No. 7 of Building No. 4 @ .030 per sq. ft. per month

To Have and to hold above described premises to Tenant on a month to month
basis, beginning March 24, 1958.

I. RENT: Tenant does hereby hire said premises on a month to month basis
and does covenant and agree to pay to the Port the following:

Rent	<u>\$372.00</u>
Outside Space	<u> </u>
Water Rate	<u> </u>
Miscellaneous	<u> </u>
Total	<u>\$372.00</u>

\$372.00 Dollars shall be payable without demand,
monthly, in advance, on the first (1st) day of each month to the Port at its
office at Swan Island, Portland, Oregon, or at such other place in the State
of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for
Metal fabrication and storage
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease
without prior written approval of the Port.

IV. UTILITIES: Tenant shall pay to the Port a monthly charge for city water
available through the Port's existing distribution system on the premises.
The Port reserves the right to place a meter on said service, at its discre-
tion. ~~The minimum charge in any event is to be Three Dollars (\$3.00) per month.~~
The Port also reserves the right to discontinue water service when and if service
becomes available directly from the city water department. The Tenant shall
pay for all heat, light, power and other services or utilities used in the
above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as
is" and the Port shall not be required to make any repairs, alterations,
additions or improvements to or upon said premises except when it shall have
agreed in writing to perform specific work. Tenant has examined the premises
and accepts them in their present condition and without any representations
on the part of the Port or its agents as to the present or future condition
of said premises. Tenant agrees that he will make no alterations, additions

or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

VIII. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

IX. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

X. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XI. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Port or the Tenant.

XII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect

shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in either of said cases or events, the Port, lawfully, at its option, immediately or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate, and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIII. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XIV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XV. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 4099, Portland 3, Oregon, and to the Tenant at Thompson Metal Fabricators, 2054 N. Vancouver Avenue, Portland, Oregon. Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

SPECIAL CONDITIONS: Temporary month-to-month agreement until Building No. 4 is made ready for long-term lease.

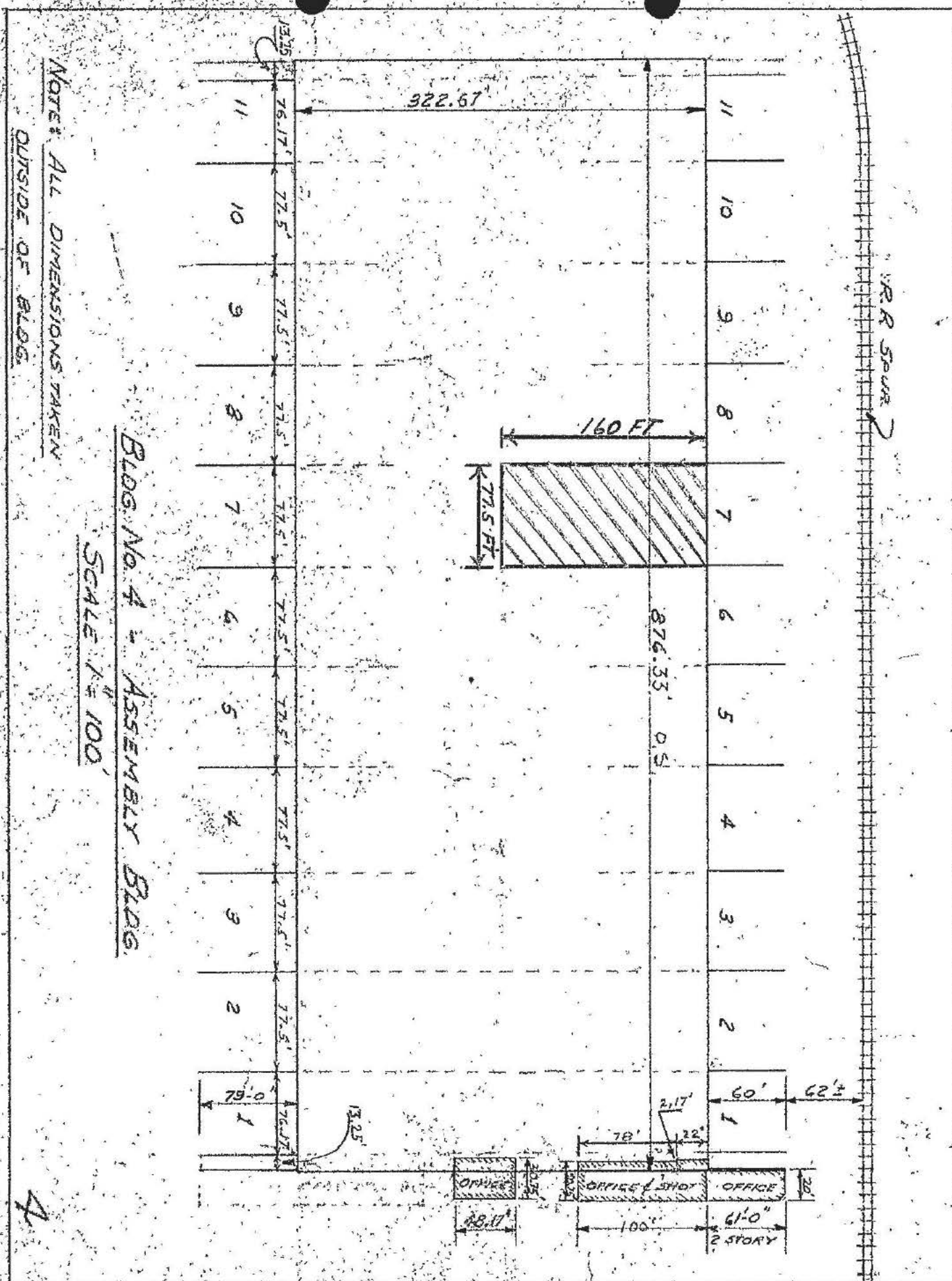
IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

Thompson Metal Fab
Tenant's Signature
by John H. Miller
Sec. - Treas.

By Sylvester Thompson
Properties Department

JOHN J. WINN, JR.
General Manager



LEASE OF BAY NO. 2 IN BUILDING NO. 4

This lease made this 3rd day of June, 1958, between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Lessor, and THOMPSON METAL FAB, hereinafter referred to as Lessee,

WITNESSETH:

I. Grant of Lease and Description of Property:

Lessor, in consideration of rents hereinafter reserved and of the agreements of Lessee herein to be kept, performed, and fulfilled, leases to Lessee the following portion of Building No. 4, as is, situated on Swan Island in the City of Portland, County of Multnomah, and State of Oregon; Bay No. 2 containing 23,457 square feet, more or less. The Lessee is also granted the exclusive right to use the land adjacent to the northwesterly and southeasterly ends of said bay, extending to the outer line of the craneway supports, subject to the conditions as hereinafter referred to in Articles VIII, Railroad Service and Trackage, and XXI, Toilet Facilities. Said building areas and craneway extension areas are shown upon the plat hereto attached, which plat is hereby made a part of this agreement.

II. Equipment Leased:

The Lessor leases to Lessee as part of this agreement the following equipment: One (1) 25-ton traveling bridge crane with a 5-ton auxiliary in Bay No. 2.

Lessee has examined the above-mentioned equipment and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said equipment. Lessee agrees that upon using said equipment he assumes all risk, costs, expenses, maintenance, and damages which may arise as a result of such use, whether as a result of a latent defect or otherwise.

III. Term of Lease:

This lease shall be effective beginning June 3, 1958, and shall continue for a term ending June 2, 1961.

IV. Rent:

(a) Lessee shall pay to the Lessor rentals and charges for the portion of building and equipment above mentioned as follows: For Bay No. 2 - 23,457 square feet @ 33¢ per square foot per year - \$7,740.81 per year. TOTAL RENTAL PER YEAR - \$7,740.81.

(b) \$645.07 shall be paid without demand, monthly, in advance on the first (1st) day of each and every calendar month during the term of this lease. Payments shall be made to the Lessor at its offices on Swan Island, Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.

(c) For water supplied and/or available, the Lessee shall pay, in addition to the monthly rental as stated above, a flat rate as filled or, at the option of the Lessor, a charge based upon meter readings at rates applicable upon Swan Island.

V. Taxes:

The Lessee shall, in addition to said rentals, pay all property taxes which are levied and become a lien upon the above-described premises, and/or the equipment hereby leased, during the term hereof, including such taxes for the full tax year current at any termination date. In paying taxes, the Lessee may elect to make payment of the total amount of the annual taxes direct to the Tax Collector for Multnomah County and gain the benefit of any discount that may be available by paying the full amount before the first delinquent date, or may pay to the Port the gross amount of taxes in quarterly installments not less than five (5) days in advance of the delinquent date applying to the respective quarters under the laws of Oregon governing the payment of taxes and, provided further, that the Lessee shall notify the Lessor of Lessee's election as to method of payment on or before June 1, in respect to the fiscal year beginning on the next subsequent July 1. Upon termination of tenancy, all unpaid taxes

shall be forthwith paid in full by the Lessee.

VI. Use of Leased Premises:

Lessee agrees that he will use and occupy the premises for the purpose of storage and steel fabrication, and for no other purpose.

VII. Utility Services:

The Lessee shall procure at Lessee's own expense and risk, electric utility service as may be required by or be available to the Lessee upon the premises and the Lessor makes no representations or guarantees to the Lessee respecting the availability of such services.

As of the beginning of this lease the Lessor is purchasing potable water from the City of Portland through a metered connection to a City main and the Lessee, as well as other tenants and co-tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Lessor will continue to maintain the existing distribution system and distribute City water and will bill the Lessee therefor upon a fixed monthly charge, based upon indications of use; or the Lessor may, at its discretion, install meters to determine water consumption, but in either event the Lessee shall pay to the Lessor the full and proper charge for the use of water, or for the availability of water, from this distribution system now in use. It is provided, however, that the Lessor reserves the right to bring about the installation of City mains and refer the Lessee direct to the City of Portland for procurement of water at any time such City service becomes available and to then discontinue the present method of distribution.

VIII. Railroad Service and Trackage:

It is recognized by the parties hereto that at the inception of this agreement the Swan Island tract is being served by a common carrier railroad using existing trackage to the extent the said carrier deems the same to be usable.

The Lessor agrees that it will grant to such common carrier railroad a lease or easement to enable said carrier to serve the premises on Swan Island, but makes no representations or guarantee of the continuation of such service.

For the rentals herein stated the Lessee is granted the use of the existing trackage, so long as the same may be usable, adjacent to the northwesterly and southeasterly sides of Building No. 4 in common with the Lessor, co-tenants, the rail carrier, and others on Swan Island.

IX. Assignment:

Lessee agrees he will not assign or sublease this lease without prior written approval of the Lessor.

X. Maintenance of Building:

The Lessor agrees that it will maintain the existing roof over Bay No. 2 of Building No. 4 in such a condition as will prevent leaks through the roof under ordinary rain and storm conditions, to the extent that it will repair same within a reasonable time after being notified by the Lessee that evidence of leakage is apparent. It, however, shall be within the discretion of the Lessor to determine from time to time the extent of repair necessary, and this provision is not to be construed as warranting the complete renewal of any portion of the structure.

XI. Repairs and Improvements:

Except as provided for in Section X hereto, Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Lessee has examined the premises and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. Lessee agrees that he will make no alterations, additions, or improvements to or upon said premises

without the written approval of the Lessor first being obtained and all additions and improvements made by the Lessee (except only movable office furniture and trade fixtures) shall become the property of the Lessor upon the termination of the Lease.

XII. Laws, Codes, and Untenantability:

Lessor makes no warranties in respect to the construction or the equipment conforming with the requirements of applicable laws and codes. In the event the Lessee's use and occupancy of the premises shall be restricted or interfered with by action of a public authority or it shall be required by such authority that alterations be made to the premises to conform with laws and codes, the Lessee shall forthwith, at Lessee's own cost and expense, and upon receiving written consent from the Lessor therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Lessee to elect not to make such required changes and to give written notice to the Lessor to that effect, and upon receipt of such notice the Lessor may elect to itself make such required changes. If the Lessor does not agree within fifteen (15) days to effect such changes to conform with said requirements, the Lessee may forthwith terminate this lease and surrender the premises to the Lessor. Thereupon the Lessee shall be relieved of all of the obligations devolving upon the Lessee hereunder except as to the payment of any accrued rental or annual taxes which have not been paid.

It is further agreed that if the premises shall become unsuitable for the uses and purposes for which the Lessee has negotiated for the right of occupancy by reason of Lessee's inability to secure common carrier rail service, sewer connection, potable water service, or electric power service, by reason of existing facilities being or becoming inadequate or unusable through governmental rulings, the Lessee may elect to surrender the premises and may cancel this lease agreement upon giving notice thereof to the Lessor and surrendering the premises in the manner set forth in the preceding paragraph.

XIII. Destruction or Damage of Premises:

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage. In the event of partial damage which does not render the premises untenable it shall be optional with the Lessor whether to repair same. If the Lessor elects not to repair such damage the Lessee shall have the right to terminate this lease forthwith.

XIV. Liability on Leased Premises:

Lessee agrees to hold the Lessor (including its officers, agents, and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Lessor on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Lessee, provided, however, that the Lessee shall not be required to hold the Lessor harmless from Liability or claim of Liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Lessor, its officers, agents, or employees.

XV. Personal Property:

All personal property of any kind or description whatsoever in the demised premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from any acts

or neglect of co-tenants or other occupants of the building, or Lessor, or other employees of the Lessor, or of other persons, or from bursting, overflowing, or leaking of water, sewer, or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas, or odors, or caused in any other manner whatsoever except in the case of willful neglect on the part of the Lessor.

XVI. Damage to Premises:

Lessee is and shall be responsible and liable for any injury or damage done to the leased premises by Lessee, his employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises.

XVII. Lessor's Right of Entry:

It shall be lawful for the Lessor, its agents and representatives, at any reasonable time, to enter unto or upon said premises for the purpose of examining into the condition thereof of the premises, or the equipment therein, or for any other lawful purpose.

XVIII. Liens:

Lessee will not permit any lien of any kind, type, or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

XIX. Advertising Signs:

Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Lessor has given approval of such sign and manner of placement, in advance.

XX. Default -- Insolvency:

If Lessee fails to pay promptly when due the aforesaid rentals or fails to perform or comply with any of the provisions herein contained by it to be performed, and such default shall continue ten (10) days after the Lessor

shall have made written demand for performance, or in the event of any assignment of Lessee's property for the benefit of creditors, filing of bankruptcy petition, or appointment of a receiver for Lessee's property, then the Lessor may immediately, or at any time thereafter while such default shall continue, re-enter said leased premises or any part thereof and expel Lessee and those claiming by or under Lessee and remove its effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy otherwise applicable for arrears of rent or breach of agreement and upon such re-entry this lease shall terminate.

XXI. Toilet Facilities:

Toilet facilities are located between Bays 1 and 2, at the northwesterly area outside of Building No. 4 and are to be used in common with other Lessees in the building.

XXII. Stairways to the Bridge Cranes:

The stairway leading to the cranes, located in the northeast corner of Bay No. 1 is to be used in common with other tenants and co-tenants in Building No. 4.

XXIII. Termination of Lease:

On the last day of the term hereof, or upon any sooner termination hereof, Lessee will quit and deliver up said leased premises and all leased equipment, fixture erections or additions to or upon the same, broom-clean, to the Lessor, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor or the Lessee.

Lessee intends to install, at Lessee's own cost and expense, a remote ground control for the overhead crane so that movement of the crane may be controlled from the floor of Bay No. 2. Such remote ground controller is

hereby deemed a trade fixture and Lessee has the right to remove same from the premises upon termination of this lease. Upon removing said remote ground controller, Lessee shall put the crane back in its original operating condition to the satisfaction of the Lessor. All work done in the transformation of the above shall be at the sole expense of Lessee.

XXIV. Attorney Fees and Court Costs:

In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Lessee agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Lessee also agrees to pay and discharge all Lessor's costs and expenses, including Lessor's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XXV. Waiver

Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XXVI. Notices

All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Lessor at The Port of Portland, P. O. Box 4099,

Portland 8, Oregon, and to the Lessee at THOMPSON METAL FAB, 2054 N. Vancouver Avenue, Portland, Oregon. Date of service of such notices shall be the date such notice is deposited in a post office of the United States Post Office Department.

XXVII. Holding Over:

In the event that the Lessee shall remain in the demised premises after the expiration or sooner termination of the term of this lease, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option to construe such holding over as a tenancy from month to month, subject to the payment of all rent in advance, the monthly rate being proportional to the previous annual rent paid by Lessee.

XXVIII. Statutory Provisions:

In accordance with the provisions of O.R.S. 279.312 it is agreed that the Lessee shall make payment promptly as due to all persons supplying to such Lessee labor or material for the prosecution of the work provided for herein; pay all contributions or amounts due the State Industrial Accident Fund from such Lessee incurred in the performance of the contract herein; not permit any lien or claims to be filed or prosecuted against the Port on account of any labor or material furnished; and pay to the State Tax Commission all sums withheld from employees pursuant to O.R.S. 315.575 or 316.711 and 316.714.

Pursuant to O.R.S. 279.314 it is agreed that if the Lessee fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Lessee by any person in connection with this agreement as

such claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the Lessee. The payment of a claim in the manner authorized in this paragraph shall not relieve the Lessee or his surety from its obligation with respect to any unpaid claims.

Pursuant to O.R.S. 279.316 it is a condition of this agreement that no person shall be employed by Lessee for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturdays and on legal holidays.

Pursuant to O.R.S. 279.318 it is an express condition of this agreement that said agreement may be canceled at the election of the Port for any willful failure or refusal on the part of the Lessee to faithfully perform this agreement according to its terms.

Pursuant to O.R.S. 279.320 it is an express condition of this agreement that the Lessee shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Lessee, of all sums which the Lessee agrees to pay for such services and all monies and sums which the Lessee may or shall have deducted from the wages of his employees for such services pursuant to the terms of

O.R.S. 655.010 to 655.160, and any contract entered into pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

IN WITNESS WHEREOF the parties have caused this agreement to be signed by their respective duly authorized officers this 14th day of OCTOBER 1958.

THE PORT OF PORTLAND

Thompson Metal Fab
(Lessee)

By Wendell T. May
President

ATTEST:

John H. Miller
Sec. - Treas.

E. H. Bauer
Assistant Secretary

APPROVED
E. H. Bauer
General Manager

APPROVED AS TO FORM

J. H. Morse
Counsel for The Port of Portland

APPROVED
J. D. Thompson
Exec. Sec. Dept.

11

C.F. Ross

THE PORT OF PORTLAND
MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 27th day of March, 1970
by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon
(hereinafter called the "Port"), and Thompson Metal Fab
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter reserved and
of the agreements of Tenant herein to be kept, performed and fulfilled, leases to
Tenant the following described premises, as is, situated in the City of Portland,
County of Multnomah and State of Oregon: (Description)

all of Bay 11, Building 4, Swan Island

to have and to hold above described premises to Tenant on a month-to-month basis, be-
ginning April 1, 1970.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does
covenant and agree to pay to the Port the following:

Building rent	\$1,150.80	2,013.90	(27,627 square feet @ \$.04165 per square foot)
Outside space	-----	28,770	
Miscellaneous	-----		

Total \$1,150.80 2,013.90
One Thousand One Hundred
Fifty and 80/100-----

dollars shall be payable without demand,
monthly, in advance, on the first (1st) day of each month to the Port at its office
in Portland, Oregon, or at such other place in the State of Oregon as it may in
writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for _____
the storage and fabrication of metal parts _____ and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without
prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other ser-
vices or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and
the Port shall not be required to make any repairs, alterations, additions or improve-
ments to or upon said premises except when it shall have agreed in writing to perform
specific work. Tenant has examined the premises and accepts them in their present
condition and without any representations on the part of the Port or its agents as to
the present or future conditions of said premises. Tenant agrees that he will make
no alterations, additions or improvements to or upon said premises without the written
consent of the Port first being obtained and all additions and improvements made by

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days' notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at 2054 North Vancouver Avenue; Portland, Oregon 97212

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS: The bridge crane in Bay 11 is pendant operated, and its use by the tenant and any repair or maintenance required as the result of such use should be at the expense of the tenant.

This month-to-month agreement shall not extend beyond December 31, 1970.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

THOMPSON METAL FAB
By John H. Miller
John H. Miller
Secretary Treasurer

By Ozden Beeman
Marine Department

George M. Baldwin
for General Manager

THE PORT OF PORTLAND
MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this 30th day of December,
19 70, by and between THE PORT OF PORTLAND, a municipal corporation of the
State of Oregon (hereinafter called the "Port"), and _____

Thompson Metal Fab
(hereinafter called the "Tenant").

WITNESSETH: The Port, in consideration of rents hereinafter re-
served and of the agreements of Tenant herein to be kept, performed and ful-
filled, leases to Tenant the following described premises, as is, situated in
the City of Portland, County of Multnomah and State of Oregon: (Description)

all of Bay 10 in Building No. 4 on Swan Island

to have and to hold above described premises to Tenant on a month-to-month
basis, beginning January 1, 19 71.

I. RENT: Tenant does hereby hire said premises on a month-to-month basis
and does covenant and agree to pay to the Port the following:

Building rent	<u>24,600 sq. ft.</u>	<u>\$.045 sq. ft./mo. = \$1,107</u> January 1971 only
Outside space	_____	<u>\$.06/sq. ft./mo. = \$1,476</u> February 1971
Miscellaneous	_____	_____ through June 1971
Total	_____	<u>\$.07/sq. ft./mo. = \$1,722</u> July 1971 and thereafter ✓

(as shown above) _____ dollars shall be payable with-
out demand, monthly, in advance, on the first (1st) day of each month to the
Port at its office in Portland, Oregon, or at such other place in the State
of Oregon as it may in writing designate.

II. USE OF PREMISES: Tenant agrees that said premises shall be used for
the storage and fabrication of metal parts
and for no other purpose.

III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease
without prior written approval of the Port.

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and
other services or utilities used in the above described premises during his
tenancy.

2538-12

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease..

VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.

VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.

X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.

XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at _____

2054 North Vancouver Avenue; Portland, Oregon 97212

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-rata by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

The Port of Portland
Month-to-Month Lease Agreement
Page 5

SPECIAL CONDITIONS: none

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THOMPSON METAL FAB

By

John H. Miller
Sec. - Treas.

THE PORT OF PORTLAND

By

Ogden Beeman
Ogden Beeman, Manager
Marine Department

E. G. Westerdahl, II
for Edward G. Westerdahl, II
General Manager

THIS AGREEMENT made and entered into this 1st day of October, 1951, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Port", and ELECTRIC CONTROLS, INC., a corporation organized and existing under the laws of the State of Oregon, hereinafter called the "Tenant"

W I T N E S S E T H :

WHEREAS, the Port owns certain lands in Section 17, 20 and 21, T 1 N, N 1 E of the Willamette Meridian, which lands are hereafter referred to as SWAN ISLAND, and the Tenant desires to lease a plat within said lands, together with a structure thereon known as Building 31-A, and the Port and the Tenant have negotiated rental terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants and the benefits accruing to each of the parties, the Port and the Tenant hereby agree as follows, to wit:

1. Lease of Premises and Equipment: The Port hereby leases to the Tenant and the Tenant leases from the Port a parcel of land in said Section 17, having dimensions of 32 x 86 feet, which parcel is hereafter called the "Site", and is designated as Tax Lot 21 on the tax records, together with a building thereon having general measurements of approximately 29.66 ft. x 75.5 ft. Said building is equipped with various essential items which are leased with the building, which items are listed on a conditional survey attached to this agreement. The Port will, upon request by the Tenant, assign to the Tenant automobile parking space not exceeding an area of 6000 square feet in the general vicinity of the building upon which area Tenant shall have a preferential right to park

automobiles, but no such parking area shall be deemed to have been leased or rented.

2. Term of Lease: This lease shall be in effect for a term beginning October 1, 1951, and ending September 30, 1952, subject to all of the conditions, terms and agreements, as hereafter stated.

3. Rental and Charges: The Tenant shall pay to the Port for the leased premises a fixed rental of One Hundred and 00/100 Dollars (\$100.00) per month, payable monthly in advance each month during the term of this agreement. The Tenant shall also pay to the Port its charges for water or any other services furnished by the Port. The Tenant shall not be liable for taxes on the leased premises or be required to insure the same. The Tenant shall pay an additional Fifteen and 00/100 Dollars (\$15.00) per month if a preferential parking area is requested and assigned as provided in par. 1. hereof.

4. Utility Services: The Tenant shall procure, at Tenant's own expense and risk, electric utility service as may be required by or be available to the Tenant upon the premises and the Port makes no representations or guarantees to the Tenant respecting the availability of such service.

As of the beginning date of this lease, the Port is purchasing potable water from the City of Portland through a metered connection to a City main and the Tenant, as well as all tenants upon Swan Island, is being supplied with water by means of connections to an existing distribution system. The Port will continue to maintain the existing distribution system and distribute city water and will bill the Tenant therefor upon a fixed monthly charge, based upon indications of use, or the Port may, at its discretion, install meters to determine water consumption, but in either event the Tenant shall pay to the Port the full and proper charge